

Exhibit A

Case 22-11088-JTD Doc 3003-1 Filed 10/05/23 Page 2 of 5

To: Emma Dalessio[emmajdalessio@gmail.com]; ryan.salame@gmail.com[ryan.salame@gmail.com]
From: Paul Francis Aranha[paularanha@gmail.com]
Sent: Mon 2/28/2022 3:11:18 PM (UTC)
Subject: Payment Balance for Global 5000 Purchase
[Aircraft Deposit Instructions.pdf](#)
[Letter of Intent Global 5000 sn 9295 2.01.2022.pdf](#)

Hey,

We are ready to accept the aircraft.

Can you please arrange for the balance of \$15,400,000.00 to the attached escrow account.

I am going to send over the High Speed Internet, paint and interior deposit information in the next days.

If you can let me know when sent I can inform escrow

----- Forwarded message -----

From: **Paul Francis Aranha** <paularanha@gmail.com>
Date: Wed, Feb 2, 2022 at 10:37 AM
Subject: Deposit Information for Global 5000 Purchase
To: <ryan.salame@gmail.com>, <emmajdalessio@gmail.com>

Hi Ryan/Emma,

I have attached the LOI and the escrow instructions for the Global 5000.

If you could please send the \$500,000 refundable deposit to the escrow agent and let me know when sent it would be great.

We are planning on starting the initial records inspection today, the visual inspection tomorrow or Friday and then continue from there.

We were able to get the aircraft inspection scheduled in HK so it will be leaving from there to come to South Florida for the Wifi, Paint and Interior.

Please let me know,

Best,

Paul

Paul Francis Aranha
President | Director Operations
Trans Island Airways

242-427-8888
paularanha@gmail.com
www.transislandairways.com
7th Floor, ALBANY Financial Center, Nassau, Bahamas

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Best,

Paul Francis Aranha

President | Director Operations

Trans Island Airways

242-427-8888

paularanha@gmail.com

www.transislandairways.com

7th Floor, ALBANY Financial Center, Nassau, Bahamas



WIRE TRANSFER INSTRUCTIONS FOR AIC TITLE SERVICE ESCROW ACCOUNT

BANK OF AMERICA

ABA# 026009593
FOR CREDIT TO: AIC TITLE AGENCY, LLC
ACCOUNT# **305005374465**
ATTN: Suzanne M. Pruitt
RE: G5000 - 9295

FOR INTERNATIONAL WIRES-SWIFT CODE: BOFAUS3N

PLEASE NOTE WE DO NOT ACCEPT ACH TRANSFERS FOR ESCROW CLOSINGS

NOTE: OUR ESCROW ACCOUNT IS A NON-INTEREST BEARING ACCOUNT. FUNDS CANNOT BE TRANSFERRED OUT OF OUR **ESCROW ACCOUNT AFTER 3:00 P.M. (CENTRAL TIME) FOR DOMESTIC WIRES** AND 2:00 P.M. (CENTRAL TIME) FOR INTERNATIONAL WIRES. DISBURSEMENTS AUTHORIZED AFTER THESE TIMES WILL NOT BE TRANSMITTED UNTIL THE MORNING OF THE NEXT BUSINESS DAY.

NOTE: ALL ESCROW FEES MUST BE "PAID IN FULL" AT THE TIME OF CLOSING.

BANK OF AMERICA
211 N ROBINSON AVE
OKLAHOMA CITY, OK 73102
Bank Contact: Angela Parks

REFUNDABLE DEPOSITS: IN THE ABSENCE OF CONTRARY INSTRUCTIONS FROM THE REMITTER OF FUNDS, DEPOSITS ARE CONSIDERED TO BE FULLY REFUNDABLE TO AND UNDER THE CONTROL OF THE REMITTER. WRITTEN DIRECTIONS THAT GOVERN THE DISBURSEMENT OR DISPOSITION OF THE DEPOSITS AND THAT MAY BE PROVIDED **FOR IN ANY** LETTERS OF INTENT, AIRCRAFT PURCHASE AGREEMENTS, OR ANY OTHER AGREEMENTS BETWEEN THE REMITTER AND ANY OTHER PARTIES, ARE CONSIDERED TO BE "CONTRARY INSTRUCTIONS".

Beneficiary address:
6350 W Reno, OKLAHOMA CITY, OK 73127
800-288-2519- 405-948-1811 - FAX 405-948-1869



Letter of Intent

Trans Island Airways, Bahamas ("**Purchaser**") or assigns hereby offers to purchase from Carolina Corporate Jets, Inc., USA ("**Seller**") one Bombardier Global 5000 manufacturer's serial number 9295 upon the following terms and conditions:

1. Purchase Price: The purchase price for the Aircraft is \$15,900,000 USD.
2. Deposit: Upon acceptance of this LOI, **Purchaser** to place a \$500,000 USD deposit in escrow with AIC Title Service, LLC in Oklahoma City, OK within two (2) business days. The deposit shall become non-refundable upon execution of an Aircraft Purchase Agreement (the "Purchase Agreement"), except in the event of Seller's default as further defined in the Purchase Agreement.
3. Condition: Aircraft shall be delivered by the **Seller** in the following condition:
 - a. In airworthy condition, with all calendar and hourly inspections current through the date of delivery; avionics and systems functioning in accordance with the manufacturer's specifications.
 - b. With all Mandatory AD's and Mandatory Service Bulletins in compliance.
 - c. With all original logbooks, manuals and drawings.
 - d. Free and clear of all liens and encumbrances.
 - e. With no material damage history and no material corrosion that cannot be rectified by Seller prior to delivery of the Aircraft. "Damage History" shall mean (a) damage, the repair of which would constitute a "major repair" as such term is defined in 14 C.F.R. Part 43, Appendix A, Paragraph (b) or (b) damage, the repair of which would require the issuance of an FAA Form 337 or its equivalent.
 - f. Engines on Rolls Royce RRCC Enhanced; APU on MSP and airframe on Smart Parts to be fully paid and transferrable at closing.
 - g. The Aircraft to be de-registered from the San Marino registry.
4. Inspections: The **Purchaser** shall conduct a Visual Inspection of the Aircraft on or about February 4, 2022 or at a date mutually agreed by both parties. If the Visual Inspection is successful, the Aircraft will be subject to a mutually agreeable Inspection work scope, Records Review and Test Flight at **Purchaser's** expense at a mutually agreeable Bombardier approved facility (the "Inspection Facility"). Ferry flights to and from the Inspection Facility shall be borne by the Purchaser.
5. Acceptance: **Purchaser** shall accept or reject the Aircraft in writing after the Inspection, Records Review and Test Flight, provided the Buyer may only reject the aircraft in the event the Inspection Facility determines it cannot be rendered to meet the delivery conditions or in the event of Seller's default of his obligations under the Purchase Agreement.
6. Closing and Delivery: Closing to occur with three (2) business days after the Aircraft is Returned to Service (RTS) by the Inspection Facility. Delivery to occur at a mutually agreeable location and the positioning cost shall be borne by the **Purchaser**.
7. This offer is valid until close of business on Wednesday, February 2, 2022.

If the terms and conditions of this LOI are acceptable, please acknowledge below and an Aircraft Purchase Agreement (APA) consisting of industry standard terms will be prepared by Seller within 5 working days, for both parties to sign. If a mutually agreeable APA cannot be reached within 10 working days after issuance of the Purchase Agreement, then this LOI shall become null and void and the deposit shall be immediately returned.

Trans Island Airways (**Purchaser**)

Date: February 1, 2022

Tony Ryan

Carolina Corporate Jets, Inc. (**Seller**)

Date: February 1, 2022